

CITY OF SANTA BARBARA



REQUEST FOR PROPOSALS RFP#3896

Sea Level Rise Adaptation Plan for the Local Coastal Program Update

- Issue Date: **10/2/17**

REQUEST FOR PROPOSAL

Notice is hereby given that proposals for **RFP No. 3896** shall be received to furnish and deliver a **Sea Level Rise Adaptation Plan** per the attached terms, conditions and specifications. **Proposers must be registered on the City of Santa Barbara's PlanetBids portal in order to receive addendum notifications and to submit a proposal.** The portal is located at <https://www.planetbids.com/portal/portal.cfm?CompanyID=29959>. If any Addendum issued by the City is not acknowledged online by the Proposer, the PlanetBids System will prevent the Proposer from submitting a proposal. Proposers are responsible for obtaining all addenda from the City's PlanetBids portal.

1. Proposals will be received until **3:00 P.M., October 30, 2017**. At this date and time all proposals will be received electronically. If further information is needed, submit questions through Q&A tab in the PlanetBids Portal or contact Melissa Hetrick, Project Planner at 805-564-5470 ext. 4556 or mhetrick@santabarbaraca.gov. **Please submit questions by 5:00 p.m., October 19, 2017**. Any questions the City feels are pertinent to all interested proposers will be answered to all participating proposers as addenda to this RFP.

It is the responsibility of the proposer to submit their proposal with sufficient time to be received by PlanetBids prior to the receiving date and time. **Late or incomplete proposals will not be accepted.**

FAIR EMPLOYMENT PRACTICE ACT

Contractor agrees in accordance with Section 1735 and 1777.6 of California Labor Code, and the California Fair Employment Practice Act (Sections 1410-1433) that in the hiring of common or skilled labor for the performance of any work under this contract or any subcontract hereunder, no contractor, material supplier or vendor shall, by reason of age (over 40), ancestry, color, mental or physical disability, sex, gender identity and expression, marital status, medical condition (cancer or genetic characteristics), national origin, race, religious belief, or sexual orientation, discriminate against any person who is qualified and available to perform the work to which such employment relates. The Contractor further agrees to be in compliance with the City of Santa Barbara's Nondiscriminatory Employment Provisions as set forth in Chapter 9 of the Santa Barbara Municipal Code.

LIVING WAGE

Any professional services agreement issued as a result of this request for bids or quotes may be subject to the City's Living Wage Ordinance No 5384, SBMC 9.128 and its implementing regulations.

CERTIFICATE OF INSURANCE

Contractor must submit to the City of Santa Barbara within ten (10) calendar days of an order, AND PRIOR TO START OF WORK, certificates of Insurance naming the City of Santa Barbara as Additional Insured in accordance with the attached Insurance Requirements.

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**ATTACHMENT 1 - CITY OF SANTA BARBARA AND CALIFORNIA COASTAL
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ATTACHMENT 2 – BACKGROUND ON LCP UPDATE

ATTACHMENT 3 – SAMPLE CONTRACT

ATTACHMENT 4 - NON-COLLUSION DECLARATION

II. PROJECT DESCRIPTION/SPECIFICATIONS

A. INTRODUCTION

The Planning Division of the City of Santa Barbara Community Development Department is requesting proposals from qualified consultants to prepare a Sea Level Rise (SLR) Adaptation Plan for the City of Santa Barbara. The plan is funded through a Round 3 California Coastal Commission (CCC) Local Coastal Program (LCP) Local Assistance Grant.

The City has been in the process of updating its LCP since 2014 when it received funding in Round 1 of the CCC LCP Grant Program. This first phase of the LCP update has resulted in a Draft Coastal Land Use Plan (LUP) that is a comprehensive update to the existing Coastal LUP that will be released for public review this fall. The work conducted as part of the Round 1 of the CCC LCP Grant Program included SLR modeling, an initial review of existing information on the City's vulnerabilities to SLR and development of interim draft policies for the Draft Coastal LUP to begin to address the impacts of SLR in the next few years.

A comprehensive SLR Adaptation Plan is now needed to provide additional details on the City's vulnerabilities and to analyze the feasibility, economic impacts, and environmental consequences of various adaptation strategies. The plan will utilize best available science to analyze impacts and feasible adaptation strategies for the low-lying and coastal bluff areas in the City's coastal zone in the near term (2030), mid-term (2050/60), and long term (2100). The information in the plan will be used to amend policies and development standards in the City's LCP.

The overall process for vetting internal, stakeholder, and public input on the SLR Adaptation Plan will likely include formation of an internal City staff SLR team from various departments (i.e. Waterfront, Public Works; Parks; etc.); a SLR Subcommittee made up of members of relevant boards and commissions of the City; regular consultation with staff from CCC and other agencies, and public outreach for various steps of the plan. While most of this work will be conducted by City staff, the consultant that is part of this RFP would assist with the public outreach, subcommittee, and stakeholder process as needed during development of the SLR Adaptation Plan and subsequent Draft LCP Amendment.

B. BACKGROUND

Local Coastal Program Update and Grants

In 2011, the City of Santa Barbara adopted a General Plan update and associated Environmental Impact Report. Since 2014, the City has been in the process of updating its LCP, which was originally certified in 1981 (Coastal LUP) and 1986 (Implementation Plan). The City was awarded a Round 1 CCC LCP Local Assistance Grant that ended in April 2016 for the first phase of the LCP Update. The primary goals originally outlined for the LCP Update were to: 1) update and clarify the Coastal LUP text, policies, and maps using recently adopted 2011 General Plan text, policies, and maps, and 2) consider the effects of SLR and start to develop coastal adaptation strategies for incorporation into the LUP or Implementation Plan (IP). The scope of the work changed through the course of the Round 1 CCC LCP Local Assistance Grant period and what was meant to be a targeted update to the LCP later became a cover-to-cover rewrite of the City's existing Coastal LUP. A more detailed summary of the work conducted on the LCP Update to date is provided in Attachment 2.

A draft of an updated Coastal Land Use Plan has been developed in consultation with CCC staff, City Departments, and a LCP Update Subcommittee composed of members of the City's Planning, Harbor, and Parks and Recreation Commissions, and will be released this fall for public review and action by the City Council and CCC. The Draft Coastal LUP contains policies that direct the preparation of a SLR Adaptation Plan and subsequent amendment of the LCP to implement any policies or development standards that are developed as part of the plan. The Draft Coastal LUP contains interim policies to address coastal hazards in the review of coastal development permits in the next few years until the Sea Level Rise Adaptation Plan and associated LCP Amendment are completed. These interim policies identify potential shoreline hazard screening areas based largely on information obtained from CoSMoS 3.0. The policies also contain interim development standards and evaluation guidelines for areas potentially subject to beach erosion; coastal bluff erosion; coastal bluff slope failure; coastal flooding; and wave impacts, now and in the future and factoring in the effects of SLR. These interim standards expand upon existing City policy direction contained in the 2011 General Plan and practices.

Previous Sea Level Rise and Coastal Erosion Work

As part of the first phase LCP Update, the City did not have funding for extensive sea level rise modelling or analysis and had to rely on information being produced at the time to gain a preliminary understanding the hazards of beach erosion; coastal bluff erosion; coastal bluff slope failure; coastal flooding; and wave impacts, now and in the future and factoring in the effects of SLR in the City. The following outlines some of the SLR and coastal hazard work conducted to date:

- Geologic Hazards Evaluation of the City of Santa Barbara – Michael Hoover, 1978
 - Study of the geologic and seismic activity in the City of Santa Barbara, focusing on the relationship between the geologic features (bedding planes, fold axes, and joints) and the bluff face.
- Geology and Geohazards Master Environmental Assessment, Technical Report and Evaluation Guidelines - URS, 2009
 - Report prepared for the 2011 General Plan Update that maps geologic hazards (geology, soils, fault hazard zones, peak ground acceleration, liquefaction zones, slope failure zones, expansive soils, erosion potential, radon hazard, and sea cliff retreat) and provides guidance and information regarding how the mapped categories should be used in project previews and associated impact analysis.
- Impacts of Rising Sea Level on Coastal Communities: A Santa Barbara Case Study - Bren MESM Students, 2009
 - Performed by UCSB Bren School of Environmental Science and Management students. Assessed future SLR impacts using predictions of .5, 1.4, and 2 meter increases.
- City of Santa Barbara Sea Level Rise Vulnerability Study - Gary Griggs, July 2012
 - Technical study performed that assessed the City of Santa Barbara's vulnerability to sea level rise and other coastal hazards.
- City of Santa Barbara Sea Level Rise Vulnerability Assessment - Bren MESM Students, 2015
 - This study utilized the 2012 Griggs Study to identify where Santa Barbara is vulnerable to sea level rise hazards within human populations, critical infrastructure, recreation and public access, as well as ecological resources.
- Santa Barbara County Coastal Hazard Modeling and Vulnerability Assessment - ESA, August 2015
 - Countywide study to assess the county's vulnerability sea level rise and other coastal hazards.

- Updated Coastal Flooding and Erosion Hazards for Santa Barbara City - ESA, February 2016
 - An update of Santa Barbara County's Coastal Hazard Modeling and Vulnerability assessment that incorporated updated methods of analyses that better align with the current management practices along the Santa Barbara City waterfront.
- Santa Barbara Area Coastal Ecosystem Vulnerability Assessment - California Sea Grant, May 2017
 - 2017 study investigating future changes to Santa Barbara's climate, beaches, watersheds, wetland habitats, and beach ecosystems.
- CoSMoS 3.0 - USGS, March 2017
 - Coastal Storm Modeling System 3.0 models coastal flooding with both sea level rise and storm scenarios, with consideration of shoreline evolution along the Southern California Bight.

Some of these studies can be found on the City's FTP site at: [Sea Level Rise Adaptation Plan Background Information](#)

C. SEA LEVEL RISE ADAPTATION PLAN

The purpose of the SLR Adaptation Plan is to assess the vulnerability and potential adaptation strategies to address the projected impacts of SLR in the near term (2030), mid-term (2050/60), and long term (2100) in the City of Santa Barbara.

The objectives of the plan are to:

1. Utilize existing information and methodologies to the extent feasible;
2. Consider work being conducted by CCC, other State agencies, regional jurisdictions, and other entities;
3. Conform with the Safeguarding California Plan: California's Climate Adaptation Strategy; the California Coastal Commission Sea Level Rise Policy Guidance; the California Coastal Commission's Residential Adaptation Policy Guidance; 2012 National Research Council's Sea-Level Rise for the Coast of California, Oregon and Washington: Past, present, and Future; and, Ocean Protection Council's Rising Seas in California, An Update on Sea-Level Rise Science;
4. Be specific to the conditions present in the City of Santa Barbara;
5. Consider the overall goals and values of the City of Santa Barbara as presented in the City's General Plan and Draft Coastal LUP (sustainability, public coastal access, economic vitality, etc.);
6. Be written and designed to be easily understood and informative to the public, stakeholders, and City decision makers that are not familiar with the technical specifics; and
7. Be responsive to input from the public, stakeholders, and City decision makers.

Scope of Work

The following is a preliminary scope of work developed for the SLR Adaptation Plan which follows and builds upon the scope provided in the Round 3 CCC LCP Local Assistance Grant agreement with CCC (Attachment 1). This SLR Adaptation Plan is just one phase of a long term program that will require additional studies in the future. City staff, in consultation with CCC staff, have taken a first step in outlining what work could be prioritized and how it potentially could be completed to meet the current budget allocated for this phase. However, the City welcomes any adjustments, additions, deletions, or refinements to the scope of work that may be recommended by consultant(s). Both City and CCC staff understand that the scope of work included in the current Round 3 CCC LCP Local Assistance Grant agreement may need to be amended based upon consultant input. The amount of the grant, however, cannot be amended.

Task 1 Project Kickoff:

This represents the beginning of work with the chosen consultant and the first meeting to include:

- Project Overview
- Review of Work Previously Completed and Background Materials
- Project Details – More specific details including:
 - Scope, Goals, Objectives
 - What the project is intended to accomplish
 - What the project is not intended to accomplish
- Project Timeline
 - Key milestones
 - Key target dates
 - Identified challenges and risks
- Project Team Roles & Responsibilities
- Stakeholder Communications
- Next Steps – A specific instruction to everyone about what is happening next, including what each person is expected to do.

Task 2 Vulnerability Assessment Update:

In 2015 a Sea Level Rise Vulnerability Assessment was prepared by students of the UCSB Bren School of Environmental Science and Management that was based upon SLR modelling contained in “City of Santa Barbara Sea Level Rise Vulnerability Study” completed by Gary Griggs in July 2012.

An updated vulnerability assessment needs be prepared that analyzes the potential effects of SLR utilizing current best available science and the Commission’s Final Sea Level Rise Policy Guidance.

The current Round 3 CCC LCP Local Assistance Grant agreement included the following tasks in the Vulnerability Assessment:

- Sea Level Rise Modelling that analyzes:
 - Effects of SLR in the near term (2030), midterm (2050/2060), and long term (2100) with and without existing shoreline and slope protection;
 - Storm and non-storm scenarios, including maximum daily and annual tidal inundation incorporating Laguna Tide Gate and other key City infrastructure;
 - Anticipated changes in beach width under future sea level rise scenarios; and
 - Anticipated changes in bluff erosion.

The original Round 3 CCC LCP Local Assistance Grant application was written prior to the release of CoSMoS 3.0. City staff now anticipate the use of CoSMoS 3.0 to satisfy the majority of the modelling needs outlined above. It should be noted, though, that there are significant differences between models and information sources for anticipated future coastal bluff erosion and failure in the Santa Barbara area. A closer examination of various sources of information on the geologic condition of the coastal bluffs in Santa Barbara may be needed to confirm if CoSMoS 3.0 represents the accurate potential risk areas along the coastal bluffs for the purposes of planning and development review.

- An inventory and map of the following assets found to be at risk from SLR with and without existing shoreline and slope protection:
 - Public and private residential and non-residential land and improvements;
 - Public works including infrastructure and facilities (e.g. roads, bridges, water, sewage, utilities, etc.);

- Ecosystems, using existing data, including City Master Environmental Assessment maps and information, SB-CEVA maps and information, and other existing data provided by the consultant; and
- Recreational assets, including beaches, public restrooms, trails (including existing and planned segments of the California Coastal Trail), beach accessways, parks, harbor, public coastal access parking, visitor-serving commercial development, etc.

City planning staff have already inventoried existing shoreline protection devices in the City, but additional work may be needed to complete a first order, preliminary evaluation of existing shoreline protection devices and tide gates (e.g. Laguna Channel Tide Gate).

At the request of CCC staff, the current Round 3 CCC LCP Local Assistance Grant agreement includes a 3 week review period of a Draft Vulnerability Assessment Update by CCC staff.

Task 3 Economic and Fiscal Impacts Review:

As outlined in the current grant agreement, this review would provide the market value of land and improvements, as well as the public infrastructure, ecosystem and recreational asset values that could be impacted by sea level rise. This information would inform Task 4, Cost/Benefit Analysis and Adaptation Plan.

This task would include evaluation of the following:

- **Property values:**
 - Obtain public and private property valuation data for the properties at risk.
 - Assign values to at-risk properties.
 - Analyze the property inventory and valuation data and estimate the potential loss in property value and the economic and fiscal impacts to the City's general fund, tourism, coastal dependent, and other industries (i.e., loss of property tax and transient occupancy tax revenue, tourism-related jobs, tourism-related sales tax revenue, commercial fisheries, etc.).
- **Public Works values:** Assign an economic value to these assets and estimate the potential loss and replacement costs.
- **Ecosystem values:** Evaluate potential economic and fiscal impacts related to important ecosystem changes given vulnerabilities. Existing and simple methodologies and information should be utilized to the extent feasible.
- **Recreational asset values:** Evaluate potential economic and fiscal impacts related to recreational assets given vulnerabilities. Existing and simple methodologies should be utilized to the extent feasible. For beaches, methods could include assigning a value to the change in size (based on width, acreage or other metric) and incorporating beach attendance data, as necessary. Consider the potential loss of transient occupancy tax revenue, tourism-related jobs, tourism-related sales tax revenue, recreational fisheries, etc.

While the economic and fiscal impacts review should be quantitative where feasible, it is possible that analysis of certain resources may lend itself better to a qualitative assessment.

At the request of CCC staff, the current Round 3 CCC LCP Local Assistance Grant agreement includes a 3 week review by CCC staff of a proposed methodology for the economic and fiscal impacts review prior to the evaluation being undertaken.

Task 4 Cost/Benefit Analysis and Adaptation Plan:

An adaptation plan should be developed for various adaptation strategies to address the impacts of SLR in the near term (2030), mid-term (2050/60), and long term (2100). The products of this plan would be used to amend policies and development standards of the City's Local Coastal Program.

The plan should include an evaluation of effectiveness, trade-offs, and costs of a range of feasible adaptation strategies and include information obtained through the Updated Vulnerability Analysis and the Economic and Fiscal Impacts Review. Feasible adaptation strategies could include, but are not limited to, sediment management, beach nourishment, protect in place and targeted, managed retreat. The analysis should include general estimates of costs to: replace, protect or relocate the at-risk properties, infrastructure, ecosystems, and recreational facilities in a way that minimizes hazards identified in the vulnerability assessment; maintain beach widths through sediment management and/or beach nourishment; and/or purchase and relocation of upland property that would allow beach migration. The analysis of each strategy should also include a discussion of its feasibility and impacts to coastal resources. Other factors to be considered include: public vs. private benefit; effectiveness; changes to land use designations, building standards, or other measures or impacts associated with the implementation of each option; any mitigation that would be required to offset such impacts; and any known legal constraints associated with each option. Adaptation strategies should be categorized by costs and timeframe for implementation, as triggered by anticipated levels of future SLR.

The plan should also recommend:

- Topics of further study needed.
- Potential trigger points for implementation of various studies or adaptation measures in the future.
- Monitoring that should be conducted into the future.
- Preliminary ideas on methods to fund various adaptation strategies, maintain public access and recreation, and prepare the City for the upcoming costs of sea level rise.

At the request of CCC staff, the current Round 3 CCC LCP Local Assistance Grant agreement includes 3 week reviews by CCC staff of two deliverables: 1) an initial, simple cost/benefit analysis of adaptation strategies and 2) a subsequent detailed SLR Adaptation Plan.

Task 5 Policy Development and Draft LCP Amendment:

This task would include the development of policies to implement SLR adaptation strategies in consultation with other technical experts, the SLR Adaptation Plan Subcommittee, City staff, CCC staff, and input from the stakeholders group for inclusion in the City's Local Coastal Program. Proposed policy language should build on or modify the policies proposed as part of the 2017 Draft Coastal LUP.

This task should include proposed edits to the interim development standards and evaluation procedures in the 2017 Draft Coastal LUP. In particular, the City is looking for guidance on how SLR should be factored into project level technical analysis and development standards for beach erosion, coastal bluff erosion, coastal bluff slope failure, coastal flooding, and wave impacts, now and in the future and factoring in the effects of SLR.

Task 6 Public Outreach and Stakeholder Involvement:

A public outreach consultant has been hired by the City to develop a basic public outreach plan for the LCP Update, including the Draft Coastal LUP, SLR Adaptation Plan, and a future Lower Cost Visitor Serving Accommodations Study. The focus of this public outreach consultant will primarily be on the public outreach for the Draft Coastal LUP, which will include an initial public open house on the Draft Coastal LUP planned for fall 2017 and methods for effective public education, engagement, and outreach throughout the public outreach and decision-maker approval process for the Draft Coastal LUP. The methods developed for public outreach on the Draft Coastal LUP will be continued under the SLR Adaptation Plan. The public outreach consultant for the Draft Coastal LUP is developing a LCP Update website that will also be used for the SLR Adaptation Plan. City staff will be primarily responsible for

implementing the public outreach process, managing the website, managing the internal City staff SLR team, the SLR subcommittee, consultation with staff from CCC and other agencies.

The consultant(s) chosen under this request for proposal would assist with public outreach and stakeholder involvement by:

- Providing input on the public outreach process for the SLR Adaptation Plan, including appropriate points to engage the subcommittee public and decision makers;
- Providing input on communicating highly technical information about SLR and climate change effectively to the public, including underserved communities (methods and appropriate messages);
- Reviewing outreach materials prepared by City staff for accuracy;
- Preparing PowerPoint presentations for use by City staff;
- Attending workshops, subcommittee meetings, and hearings.

Schedule

A preliminary schedule was included in the Round 3 CCC LCP Local Assistance Grant agreement contained in Attachment 1 that includes work through April 2019. It is assumed that the schedule for specific tasks may change based on input from the chosen consultant.

D. CONSULTANT QUALIFICATIONS

The following abilities and skills are desired from the consultant(s):

- Project management from a consultant with an understanding of long range planning at the local level, particularly with California Coastal Act and Local Coastal Program planning experience;
- Experience with hydrodynamic modeling to assess SLR and the effects of SLR, including the ability to evaluate and recommend best available science (experience with and understanding of CoSMoS 3.0);
- Experience in coastal engineering (for plan level feasibility and as necessary for comprehension of modelling; no actual detailed engineering designs needed);
- Experience in geologic and geotechnical hazard evaluation along coastal bluffs and associated areas of slope instability;
- Experience in economic and fiscal impacts analysis, including as it relates to the effects of SLR and impacts to recreational assets;
- Ability to evaluate the impacts of SLR based on modeling and develop vulnerability and risk assessments;
- A working knowledge of the City's coastal development patterns and geography;
- A working knowledge of local, State and federal laws that could be relevant to adaptation strategies;
- Ability to explain technical concepts in layperson terms in stakeholder communications and public outreach;
- Experience in public outreach for SLR and climate related issues;

III. RESPONSE FORMAT, ORGANIZATION AND SUBMITTAL

A. NUMBER OF RESPONSES

Proposers may submit multiple proposals, if desired. The City is not recommending or suggesting that proposers submit multiple proposals. The City is merely stating an available option. If a proposer chooses to submit multiple proposals, each must be entirely separate from the others. The Evaluation Committee will not collate, merge, or otherwise manipulate the proposer's proposals.

B. PROPOSAL FORMAT

All proposals must be submitted in the PlanetBids System and include the following information:

1. Letter of Transmittal

- a. Identify the submitting organization;
- b. Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized by the organization to contractually obligate the organization;
- c. Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized to negotiate the contract on behalf of the organization;
- d. Identify the names, titles, telephone and fax numbers, and e-mail addresses of persons to be contacted for clarification;
- e. Be signed by the person authorized to contractually obligate the organization;
- f. Acknowledge receipt of any and all amendments to this RFP.

2. Key Personnel

Describe the project team composition and include resumes of key personnel. Proposed members should be available for ninety (90) days from the proposal due date. The City must be promptly notified of any changes in personnel prior to award.

3. Experience and Qualifications.

Provide general information concerning the Consultant's qualifications and descriptions of up to three (3) similar public agency policy document projects that have been successfully completed. Identify the proposed team and project manager.

4. Scope of Work.

Provide a description of the approach and tasks proposed to complete the project. The scope can include suggestions or supplemental tasks which may enhance the project or streamline the scope of services and improve cost effectiveness. The scope of work should be clear about who would do what tasks (City versus consultant and which consultant) and what information or resources the consultant would need from the City. The scope of work and budget proposed by consultant(s) should be a preliminary, first order scope of work and budget. Following selection of consultant(s), the chosen consultant(s) may need to provide a more detailed and refined scope of work and budget for contracting purposes based on discussions with the City.

5. Project Schedule.

Describe the Consultant's ability to meet the proposed schedule and timing of each task in the scope of service.

6. Budget.

Provide a budget with scope of work tasks, labor, and materials cost by task.

7. **References.**

List at least three (3) clients with contact information for whom the Consultant has performed services similar to those required by this RFP.

C. PROPOSAL SUBMITTAL

1. **Proposers must be registered on the City of Santa Barbra's PlanetBids portal in order to receive addendum notifications and to submit a proposal.** The portal is located at <https://www.planetbids.com/portal/portal.cfm?CompanyID=29959>. If any Addendum issued by the City is not acknowledged online by the Proposer, the PlanetBids System will prevent the Proposer from submitting a proposal. Proposers are responsible for obtaining all addenda from the City's PlanetBids portal.
2. Proposals will be received until **3:00 P.M., October 30, 2017**. At this date and time all proposals received will be electronically forwarded to the City.
3. **INQUIRIES/CLARIFICATIONS:** If further information is needed, submit questions through Q&A tab in the PlanetBids Portal or contact Melissa Hetrick, Project Planner at 805-564-5470 ext. 4556 or mhetrick@santabarbaraca.gov. **Please submit questions by 5:00 p.m., October 19, 2017.** The City will not be bound by or be responsible for any interpretations or conclusions drawn from this RFP. Any questions the City feels are pertinent to all interested proposers will be answered to all participating proposers as addenda to this RFP.

IV. EVALUATION

A. EVALUATION FACTORS

While the preliminary scope of work and budget will be evaluated to assess the general approach proposed, the primary focus of consultant selection will be on consultant qualifications as the scope of work is likely to be modified upon further discussions with the City.

The City's evaluation will consist of a matrix of the following factors that will be used in evaluating the submittals received in response to this RFP. Finalists shall be scored on a 100 point scale based on the following factors:

1. Experience and background of the firm and key personnel, with emphasis on participation in similar or related projects with local government (40 points maximum).
2. Proposal demonstrates knowledge of issues associated with sea level rise studies, planning and local government processes, Local Coastal Programs, and local conditions (25 points maximum).
3. Responsiveness of the preliminary scope of work, budget, and schedule to the objectives of the plan in a manner that takes into account the funds available and timing of the grant (20 points maximum)
4. Overall quality, completeness and clarity in the proposal (15 points maximum).

B. EVALUATION PROCESS:

1. All proposals will be reviewed for compliance with the mandatory requirements as stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The City may contact the proposer for clarification of their response.
3. The City may use other sources of information to perform the evaluation.
4. Proposals will be evaluated on the factors in Paragraph A above, and assigned a point value. The proposers with the highest scores may be selected as finalists based upon their initial proposals or the City may proceed with the proposer receiving the highest score. Finalists who are asked or who choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. Interviews may be scheduled with finalists. The proposal most advantageous to the City, taking into consideration the evaluation factors in Paragraph A above, will be selected. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

V. CONDITIONS GOVERNING THE PROCUREMENT

A. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with the City of Santa Barbara procurement codes and procedures.

1. Receiving Time/Late Proposals

It is the responsibility of the proposer to submit their proposal with sufficient time to be received by PlanetBids prior to the opening date and time. **Late or incomplete proposals will not be accepted.**

2. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance of the Conditions Governing the procurement in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section III of this RFP.

3. Incurring Cost

Any cost incurred by the offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the offeror.

Any cost incurred by the offeror for set up and demonstration or for interviews shall be borne solely by the offeror.

4. Prime Contractor Responsibility

Any professional services agreement that may result from the RFP shall specify that the prime contractor is solely responsible for fulfillment of the agreement with the City. The City will make contract payments only to the prime contractor.

5. Subcontractors

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. The prime contractor shall be wholly responsible for the entire performance whether or not subcontractors are used.

6. Amended Proposals

An offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The City personnel will not merge, collage, or assemble proposal materials.

7. Proposal Offer Firm

Responses to this RFP, including proposal prices, will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after receipt of a best and final offer if one is requested.

8. Best and Final Offer

The City reserves the right to request Best and Final Offers from any or all proposers. This will be the only opportunity to amend or modify proposals based on feedback from the City. Information from competing proposals will not be disclosed.

9. Living Wage Requirement

Any professional services agreement issued as a result of this request for bids or quotes may be subject to the City's Living Wage Ordinance No 5384, SBMC 9.128 and its implementing regulations.

10. Disclosure of Proposal Contents

All proposals submitted in response to this RFP will become the property of the City of Santa Barbara and may be a matter of public record subject to the State of California Public Records Act (California Government Code Section 6250 et seq.).

All proposals will be treated as confidential documents until the selection process has been completed. Once the selection has been made and the contract approved, all proposals will become a public record. Under the California Public Records Act, any information submitted with a response is a public record subject to disclosure unless a specific exemption applies. The City assumes no responsibility for protecting the confidentiality of materials submitted by vendors as part of their proposals. In the event a vendor desires to keep portions of its proposal confidential, the confidential information so claimed must be identified in writing at the time the proposal is submitted. The vendor must clearly identify those portions with the word "Confidential" printed on the top right hand corner of the page.

If the City receives a request from a third party for a copy of the vendor's proposal pursuant to the California Public Records Act or another applicable public disclosure law and the vendor has identified material within the proposal as confidential in accordance with the preceding paragraph, the City will provide the vendor with prompt notice of the request in order to allow the vendor an opportunity to seek a protective order or other appropriate remedy in order to prevent the disclosure of the material identified as confidential. It is the vendor's responsibility to advise the City of the vendor's intent to seek a protective order or to advise the City of the vendor's decision to waive the opportunity to seek a protective order in a timely fashion in order to allow the City an opportunity to comply with any applicable deadlines for disclosure. If a protective order or other remedy is not obtained by the vendor in a timely fashion or the vendor waives the opportunity to seek a protective order, the City may disclose the vendor's entire proposal in accordance with the California Public Records Act or other applicable law.

The City assumes no responsibility for disclosure or use of unmarked data for any purpose. If the City receives a request from a third party for a copy of the vendor's proposal pursuant to the California Public Records Act or another applicable public disclosure law and the vendor has not identified any material within the proposal as confidential, the City will treat the entire proposal as a public record subject to disclosure. Ultimately, it is the proposer's obligation and expense to protect information that the vendor claims is confidential.

11. No Obligation

The procurement in no manner obligates the City to the eventual rental, lease, purchase, etc., of any equipment, software, or services offered until a valid written contract is awarded and approved by appropriate authorities.

12. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the City determines such action to be in the best interest of the City of Santa Barbara.

13. Governing Law

This procurement and any Contract with proposer that may result shall be governed by the laws of the State of California.

14. Oral Changes and Basis for Proposal

Do not rely upon oral explanations. Changes and addenda will be issued in writing. Only information supplied by the City in writing through the Purchasing Department, the City's Contact, or in this RFP should be used as the basis for the preparation of proposals.

15. Contract Deviations

Any additional terms and conditions that may be the subject of negotiation will be discussed only between the City and the selected proposer and shall not be deemed an opportunity to amend their proposal.

16. Proposer Qualifications

The City may make such investigations as necessary to determine the ability of the proposer to adhere to the requirements specified within this RFP. The City will reject the proposal of any proposer who is not a responsible proposer or fails to submit a responsive offer.

17. Right To Waive Minor Irregularities

The City reserves the right to waive minor irregularities and the right to waive mandatory requirements provided that all of the otherwise responsive proposals fail to meet the same mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the City.

18. Change in Contractor Representatives

The City reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the City, meeting its needs adequately.

19. Right To Publish

Throughout the duration of this procurement process and contract term, potential proposers, proposers, and contractors must secure from the City written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the proposer or termination of the contract.

20. Ownership of Proposals

All documents submitted in response to the RFP shall become the property of the City of Santa Barbara and are subject to public records request.

21. Contract Award

Proposal will be evaluated by Committee comprised of City staff and may include outside consultants. The Evaluation Committee will make an award recommendation and/or direct staff to negotiate the final terms.

This contract shall be awarded to the proposer or proposers whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal may or may not be the lowest cost proposal. Proposers will be notified after the contract has been executed.

22. Records and Audits

The Contractor shall maintain such detailed records as may be necessary to demonstrate its performance of the duties required by this Contract, including the date, time and nature of services rendered. These records shall be maintained for a period of three years from the date of the final payment under this Contract and shall be subject to inspection by City. The City shall have the right to audit any billings or examine any records maintained pursuant to this Contract

both before and after payment. Payment under this Contract shall not foreclose the right of City to recover excessive and/or illegal payments.

23. Enforcement of Contract/Waiver

A party's failure to require strict performance of any provision of this Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Contract shall be effective unless expressed in writing and signed by the party alleged to have granted the waiver. A waiver by a party of any of its rights shall not be effective to waive any other rights.

ATTACHMENT 1 - CITY OF SANTA BARBARA AND CALIFORNIA COASTAL COMMISSION GRANT AGREEMENT

Work Program and Budget

City of Santa Barbara
Local Coastal Program Update Completion Project

Grantee Contact Information

Person Authorized to sign grant agreement and any amendments:

George Buell, Community Development Director
P.O. Box 1990, Santa Barbara, CA 93102
(805) 564-5470 / GBuell@SantaBarbaraCA.gov

Main Project Manager/Point of Contact:

Debra Andaloro, Principal Planner
P.O. Box 1990, Santa Barbara, CA 93102
(805) 564-5470 / DAndaloro@SantaBarbaraCA.gov

Federal Employer Identification Number: 95-6000-787

Budget Summary:

CCC funding:	\$254,842
<u>Other funding:</u>	<u>\$189,551</u>
Total project cost:	\$444,393

Term of Project: January 1, 2017 (or upon date of grant execution) -April 15, 2019

A. PROJECT DESCRIPTION

This project will include a technical study on sea level rise and the development of a Draft LCP Amendment.

The project will allow the City of Santa Barbara to continue and complete a Local Coastal Program (LCP) Update, which was initially funded in Round 1 of the Commission's LCP Local Assistance Grant Program. The scope of the Draft LUP Amendment has significantly expanded since the project was initially funded two and a half years ago and now includes what amounts to a complete overhaul of the City's Coastal Land Use Plan and significant changes, particularly in the area of biological resources, bluff development, and other sections. Given this, a more extensive public outreach program is needed for the comprehensive LUP Amendment.

Additionally, in the course of work on the LCP Update over the last two and a half years, it has become clear that significant additional technical study, policy development, stakeholder involvement, and public outreach is needed in the area of sea level rise (SLR) adaptation. While the work conducted as part of the Round 1 grant included SLR modeling and began to look at the City's vulnerabilities related to SLR, a comprehensive SLR Adaptation Plan is needed to provide additional details on the City's

vulnerabilities and analyze the feasibility, economic impacts, and environmental consequences of various adaptation strategies.

TASKS

Task 1: Innovative and Engaging Outreach Plan

An innovative and inclusive outreach campaign will be conducted to engage the community and foster meaningful conversation about the future of the City's Coastal Zone. It is imperative that extensive outreach be conducted to educate the community, address concerns, evaluate ideas, and establish preferences to successfully move the LCP update process forward. Low-income and underserved communities will be actively encouraged to inform the decision-making and adaptation planning process, and accommodations will be made for Spanish speakers. The coordinated outreach effort will be conducted through different avenues, allowing for public input throughout the project process, as described in more detail below. The tasks below would be used for outreach associated with the current LUP Amendment, as well as the Sea Level Rise Adaptation Plan work program described in detail below.

Specific tasks will include:

1.1 Stakeholder Engagement

- Key stakeholder groups will be engaged throughout project implementation by way of an online survey that gauges existing knowledge, preferences and priorities moving forward; individual stakeholder meetings; and, an accessible website that includes reports, maps, meeting notices and outcomes, and other relevant information.
Deliverables include: Survey URL, website URL, screenshots, and summary of input received. Results will be posted on the project website.

1.2 Workshop Series

- At least five (5) workshops including an open house to introduce the project will be conducted to educate the public about relevant project topics, solicit concerns, and establish preferences and priorities. One workshop will cover the Task 2 (Sea Level Rise) work product. Other potential topics include: The Santa Barbara Coastal Zone, the California Coastal Act, and the history of the City's LCP; ESHA, creeks, wetlands, and potential changes to existing biological resources buffers and allowed uses; SLR and potential vulnerabilities, SLR adaptation options, and new technical studies and mapping; and, lower-cost visitor serving accommodations. The initial open house will help to prioritize future workshop topics.
Deliverables include: Workshop notices, workshop materials, and summary of input received. Results will be posted on the project website.

1.3 Stakeholder, Boards, Commissions, and Council Reviews

- To solicit further community input, the draft documents will be presented to stakeholders and various boards, commissions, and council for review and action as follows:
 - Draft Coastal LUP: The Draft Coastal LUP will be presented to various advisory boards and commissions, including the Architectural Board of Review, the Historic Landmarks Commission, the Harbor Commission, and Parks and Recreation Commission, for review and comment. The Planning Commission will also review

the Draft Coastal LUP and provide a recommendation to Council. Council will review the Draft Coastal LUP and ultimately decide to adopt, return to staff for further study, or deny the Draft Coastal LUP. Each of these noticed public meetings/hearings will provide opportunities for stakeholder and public input.

- SLR Adaptation Plan: Preliminary drafts of various studies in support of the SLR Adaptation Plan will be presented at stakeholder meetings and as appropriate depending on study and area of interest, at various advisory boards and commissions including the Planning Commission for review and comment. Each of these noticed public meetings/hearings will provide opportunities for stakeholder and public input.

Deliverables include: Meeting notices, materials, minutes and/or resolutions. Results of meetings/hearings will be posted on the project website.

Task 2: SLR Adaptation Plan

The SLR Adaptation Plan will use as a foundation the work completed to date with Round 1 Grant funding, including existing conditions analyses, vulnerability assessments, SLR modeling, and maps. With the use of technical consultant services and the most accurate and timely (best available science) SLR information possible (including but not limited to CoSMoS 3.0, FEMA Pacific Coast Revised Maps and non-regulatory products, SBCEVA, etc.), the City and a technical consultant team will review additional modeling products for applicability and complete an analysis of impacts and feasible adaptation strategies to low-lying and coastal bluff areas in the City's coastal zone. This information will be synthesized with an economic analysis to identify the trade-offs and identify cost-benefit analysis of a range of adaptation strategies to be used to draft policies and development standards for inclusion in the City's LUP and IP. This task will be closely aligned with Task 1, Innovative and Engaging Outreach Plan. SLR information including modeling results, analysis of impacts, and feasible adaptation strategies shall be:

1. Guided by the Safeguarding California Plan for Reducing Climate Risk; the Commission's Sea Level Rise Policy Guidance document; and
2. To the extent feasible, coordinated with other regional jurisdictions and entities working on SLR issues.

Specific tasks will include:

2.1 Project Kickoff:

- This represents the beginning of work with the chosen consultant and the first meeting to include:
 - Project Overview
 - Project Details – More specific details including:
 - Scope, Goals, Objectives
 - What the project is intended to accomplish
 - What the project is not intended to accomplish
 - Project Timeline
 - Key milestones
 - Key target dates
 - Identified challenges and risks
 - Project Team Roles & Responsibilities –
 - Stakeholder Communications

- Next Steps – A specific instruction to everyone about what is happening next, including what each person is expected to do.

2.2 Vulnerability Assessment Update:

- Utilizing best available science and the Commission’s Final Sea Level Rise Policy Guidance, complete a vulnerability assessment update by examining the potential effects of SLR for the near-term to 2030, midterm to 2050/60, and long term to 2100. Best Available Science is to be determined at the time of this Task’s commencement and may be an update to previously completed studies or may rely on newly developed models by resource agencies. This task will include:
 - (1) generating new storm and non-storm scenarios, including maximum daily and annual tidal inundation incorporating Laguna Tide Gate and its function,
 - (2) generating anticipated changes in beach width and bluff erosion rates under future sea level rise scenarios,
 - (3) creating an inventory and map of the following assets found to be at risk from SLR with and without shoreline protection:
 - Public and private residential and non-residential properties
 - Public works including infrastructure and facilities (e.g. roads, bridges, water, sewage, utilities, etc.)
 - Ecosystems, using existing data, including City Master Environmental Assessment maps and information, SB-CEVA maps and information, and other existing data provided by the consultant
 - Recreational assets, including beaches, public restrooms, trails (including existing and planned segments of the California Coastal Trail), beach accessways, parks, harbor, public coastal access parking, visitor-serving commercial development, etc.

These scenarios and topics will be modelled and quantitatively analyzed where feasible and applicable, or at a minimum thoroughly discussed in a qualitative manner.

2.3 Economic and Fiscal Impacts Review: This review will provide updated values that reflect the market value of the land and improvements, as well as the public infrastructure, ecosystem and recreational asset values, as described below. Coordinate with Coastal Commission staff on scoping for this task prior to commencement of grant work. The Executive Director of the Commission or his/her designee shall review and approve the proposed methodology to be used to complete this task prior to the commencement of grant work. This information will inform Task 2.4, Cost/Benefit Analysis and Adaptation Plan.

- **Property value:**
 - Obtain public and private property valuation data for the properties at risk.
 - Assign values to at-risk properties.
 - Analyze the property inventory and valuation data and estimate the potential loss in property value and the economic and fiscal impacts to the City’s general fund, tourism, coastal dependent, and other industries (i.e., loss of property tax and transient occupancy tax revenue, tourism-related jobs, tourism-related sales tax revenue, commercial fisheries, etc.).
- **Public Works value:** Assign an economic value to these assets and estimate the potential loss and replacement costs.

- **Ecosystem value:** Evaluate potential economic and fiscal impacts related to important ecosystem changes given vulnerabilities. Methodologies could include (but are not limited to) Natural Capital Project InVEST models, habitat equivalency analysis, standard assessment methodology, compensatory mitigation value-transfer, hedonic analysis, and spatial analysis.
- **Recreational asset value:** Evaluate potential economic and fiscal impacts related to recreational assets given vulnerabilities. For beaches, methods could include assigning a value to the change in size (based on width, acreage or other metric) and incorporating beach attendance data, as necessary. Consider the potential loss of transient occupancy tax revenue, tourism-related jobs, tourism-related sales tax revenue, recreational fisheries, etc.

2.4 Cost/Benefit Analysis and Adaptation Plan

- Complete an evaluation of the function and useful life of existing shoreline protection devices, with particular attention to public infrastructure such as the Laguna Creek Tide Gate facility.
- Utilizing the findings and conclusions from the Economic and Fiscal Impacts Review and the Vulnerability Assessment Update, evaluate trade-offs and perform a cost-benefit analysis to develop a range of feasible adaptation strategies for use by public and private sector entities including, but not limited to, sediment management, beach nourishment, protect in place and targeted, managed retreat. Specifically, estimate the cost to replace, protect or relocate the at-risk properties, infrastructure, ecosystems, and recreational facilities in a way that minimizes hazards identified in the vulnerability assessment. Estimate the cost to maintain beach widths through sediment management, and/or purchase and relocation of upland property that would allow beach migration. The analysis of each strategy will also include a discussion of its feasibility, and impacts to coastal resources. These will be categorized by costs and timeframe for implementation, as triggered by anticipated levels of future SLR.
- Other factors to be considered include: public vs. private benefit; effectiveness; changes to land use designations, building standards, or other measures or impacts associated with the implementation of each option and any mitigation that would be required to offset such impacts.

2.5 Policy Development and Draft LUP Amendment

- Form a stakeholder group to review options for adaptation strategies.
- Develop adaptation strategies (policies, development standards, and projects) in consultation with other technical experts and input from the stakeholders group for inclusion in the City's LCP. City staff will work collaboratively with CCC staff and sufficient time will be built into the schedule to discuss draft language with CCC staff before release to the public. Proposed policy language will be consistent with the Coastal Act.

Deliverables include: Vulnerability Assessment Update, Methodology for Economic and Fiscal Impacts Review, Cost/Benefit Analysis of Adaptation Strategies, Sea Level Rise Adaptation Plan, and draft LCP Amendment. (Following the grant, the draft LCP Amendment will be considered by Planning Commission and City Council for approval and subsequently submitted to the CCC as an LCP Amendment application.)

Task3: Project Management

This task will cover staff time related to issuing RFPs for consultant assistance, directing the consultant teams, and administration of the consultant contracts and Commission grant.

Deliverables include: RFPs and contracts for consultants; customary grant administrative records; Quarterly Grant Progress Reports for Commission.

Post-Grant

Beginning in April 2019, if not already done so, the draft LCP Amendment will be provided to Commission staff for early comments. Following receipt of written comments from Commission staff, City staff will revise the draft LCP Amendments. Notification to the public of the upcoming review and adoption process and availability of review drafts will be provided. Hearings would be held at advisory boards and commissions as warranted, followed by PC for recommendation to Council, and then adoption at Council. Following Council adoption, the LCP Amendment would be submitted to the Commission for review and certification.

B. SCHEDULE

Start: January 1, 2017 (or upon date of grant execution) End: April 15, 2019

Task 1. Innovative and Engaging Outreach Plan	Begin date:	End Date:
1.1 Stakeholder Engagement	July 1, 2017	March 31, 2019
1.2 Workshop Series (5 workshops)	July 1, 2017	March 31, 2019
1.3 Stakeholder, Boards, Commissions, and Council Reviews	(LUP Update only) July 1, 2017	March 31, 2019
Task 2. SLR Adaptation Plan	Begin date:	End Date:
2.1 Project Kickoff	August 1, 2017	November 30, 2017
2.2 Vulnerability Assessment Update	December 1, 2017	March 31, 2018 (Include 3-week minimum Commission staff review period of draft deliverable)
2.3 Economic and Fiscal Impacts Review Methodology	December 1, 2017	March 31, 2018 (Include 3-week minimum Commission staff review period of draft deliverable)
2.4 Cost/Benefit Analysis and Adaptation Plan	December 1, 2017	October 31, 2018 (Include 3-week minimum Commission staff review period of draft deliverable)
2.5 Policy Development and Draft LUP Amendment <ul style="list-style-type: none">• City develops first Draft• Commission staff reviews and comments• City revises Draft	November 1, 2018	March 31, 2019 November 1, 2018 –January 31, 2019 February 1 – March 15, 2019 March 15, 2019 – April 15, 2019
Task 3. Project Management	July 1, 2017	April 15, 2019
Task 3	Completion Date:	April 15, 2019

C. BENCHMARK SCHEDULE

ACTIVITY	COMPLETION DATE
Draft Vulnerability Assessment Update completed	March 31, 2018
Economic and Fiscal Impacts Review Methodology	March 31, 2018
Cost/Benefit Analysis of Adaptation Strategies	October 31, 2018
Stakeholder, Boards, Commissions, and Council Reviews of Draft LUP Update only completed	April 30, 2018
Draft SLR Adaptation Plan completed	October 31, 2018
Draft LCP Amendments prepared for SLR Adaptation	April 15, 2019

D. BUDGET

	<i>Commission Grant Total</i>	<i>Match/ Other Funds (Source #1)</i>	<i>Match/ Other Funds (Source #2)</i>	<i>Total (LCP Grant Funds + Match/ Other Funds)</i>
LABOR COSTS¹				
City Staff Labor				
Task 1 – Innovative and Engaging Outreach Plan	\$19,175.00	\$75,283.00	--	\$94,458.00
Task 2 – SLR Adaptation Plan	\$19,452.00	\$76,373.00	--	\$95,825.00
Task 3 – Project Management	\$9,625.00	\$37,895.00	--	\$47,520.00
Total Labor Costs	\$48,252.00	\$189,551.00	--	\$237,803.00
DIRECT COSTS				
City Staff Project Supplies				
Postage/Shipping	\$1,200.00	\$0	--	\$1,200.00
Supplies/Materials	\$6,360.00	\$0	--	\$6,360.00
Total	\$7,560.00	\$0	--	\$7,560.00
City Staff Travel In State²				
Mileage	--	--	--	--
Hotel, etc.	--	--	--	--
Total	--	--	--	--
Consultants³				

¹ Amount requested should include total for salary and benefits.

² Travel reimbursement rates are the same as similarly situated state employees.

³ *All consultants must be selected pursuant to a bidding and procurement process that complies with all applicable laws.*

	Commission Grant Total	Match/ Other Funds (Source #1)	Match/ Other Funds (Source #2)	Total (LCP Grant Funds + Match/ Other Funds)
Consultant A				
Task 1 – Innovative and Engaging Outreach Plan	\$16,534.00	\$0	--	\$16,534.00
Task 2 – SLR Adaptation Plan	\$182,496.00	\$0	--	\$182,496.00
Task 3 – Project Management	\$0	\$0	--	\$0
Total	\$199,030	\$0	--	\$199,030
Total Direct Costs	\$206,590.00	\$0	--	\$206,590.00
OVERHEAD/INDIRECT COSTS⁴				
Total City Staff Overhead/Indirect Costs	\$0	\$0	--	\$0
TOTAL PROJECT COST	\$254,842	\$189,551	--	\$444,393

⁴ Indirect costs include, for example, a pro rata share of rent, utilities, and salaries for certain positions indirectly supporting the proposed project but not directly staffing it. Amount requested for indirect costs should be capped at 10% of amount requested for "Total Labor."

ATTACHMENT 2 – BACKGROUND ON LCP UPDATE

A. BACKGROUND

The City of Santa Barbara Local Coastal Program (LCP)

The California Coastal Act (CCA) requires all local governments within the Coastal Zone to prepare a Local Coastal Program (LCP), comprised of a Land Use Plan (LUP) and Implementation Plan (IP), which serves as the standard of review for the issuance of coastal development permits within the local government's jurisdiction. The City of Santa Barbara's LUP was originally certified by the California Coastal Commission (CCC) in 1981 and the IP in 1986. Since then, several LCP amendments have been approved and certified. However, the LCP has never been comprehensively updated.

The City's 1981 LUP incorporates, by reference, policies from many documents, including policies of the General Plan as it existed in 1980. Over time, this structure has created complications in determining when LCP amendments are required and the appropriate standard of review for CDPs. One of the major goals of the LCP Update is to modernize the LUP and fix this problem by making the LUP a stand-alone document. Another goal of the update is to provide more detailed guidance for certain emerging and controversial issue areas that are not well covered in the existing LCP.

Additionally, in 2011, after an eight year process, the City's General Plan was comprehensively updated. The process of updating the General Plan included a multi-year visioning and public outreach process that included an outreach committee, informational mailings, public workshops, a website, surveys, and multiple work sessions and public hearings with the Planning Commission and City Council. It also included development and approval of a Program Environmental Impact Report that included many technical reports and inventory of resources in the City. Because the 2011 General Plan has not been certified by the Coastal Commission, the policies and provisions of the plan do not apply in the Coastal Zone.

LCP Update Phase I (2014 – 2017) - Preliminary Draft Coastal LUP

Project Objectives

In 2014, the City initiated the LCP Update primarily focused on updating the LUP and was awarded a grant from the CCC to partially fund the work effort. The primary goals of the update were to: 1) update and clarify the LUP text, policies, and maps using recently adopted 2011 General Plan text, policies, and maps, and 2) consider the effects of sea level rise (SLR) and start to develop coastal adaptation strategies for incorporation into the LUP or IP.

Progress to Date

Because the majority of the LCP Update was envisioned to simply incorporate the already vetted and adopted text and policies from the 2011 General Plan, the LCP Update work plan did not include any visioning or initial public outreach and input.

Furthermore, the City had an agreement with regional CCC staff that the preliminary draft was not intended for public review until consultation between regional CCC staff and City staff was completed on policy direction and language. However, as staff began the consultation process with other City departments, an LCP Update Subcommittee (comprised of members from the City's Planning Commission, Parks and Recreation Commission and Harbor Commission), and regional CCC staff, it became clear that the 2011 General Plan policies did not provide sufficiently detailed guidance in certain emerging and controversial issue areas such as bluff top and shoreline development, biological resources and creeks, coastal access parking, SLR, and preservation of lower-cost visitor-serving accommodations. A lack of detailed guidance in the existing LUP in some of these areas has led to significant workload for

staff, Planning Commission, and at times City Council. It has also led to uncertainties for applicants as to the exact development standards to which their projects will be held by both the City and the CCC on appeal.

Consequently, the LCP Update work program significantly expanded in scope and detail, and this initial consultation process extended to nearly two years. The result was a Preliminary Draft Coastal LUP submitted to CCC staff for review in February 2016 that represented a cover-to-cover rewrite and a work product far exceeding what was originally envisioned and prepared without public input.

Despite the early and lengthy consultation with regional CCC staff, extensive written comments on the Preliminary Draft Coastal LUP were received from regional CCC staff in April 2016. Since then, City staff and regional and state CCC staff have reviewed, negotiated and rewritten the Preliminary Draft Coastal LUP. Currently, the draft document can be described as City staff's best attempt at balancing the needs of private property owners with the public's right to access the coast, the protection of coastal resources, and safety, while ensuring compliance with the CCA. The result is a draft document that in many areas continues the City's existing general policy direction, but provides more detail and codifies into policy the City's existing practices and thus reduces implementation flexibility. Some of the existing practices and new detail are considered controversial by interested parties and stakeholders for varying reasons. In addition, there are a few areas of the draft document that represent significant policy shifts from the existing LUP to further protect coastal access, coastal resources, and public safety, including the following notable changes:

- New definitions, evaluation procedures, and development standards for coastal access parking;
- New definitions, evaluation procedures, buffers, and development standards for development in or near wetlands, creeks and other environmentally sensitive habitats;
- New definitions, evaluation procedures, buffers, and development standards for coastal bluff faces, coastal bluff tops, and lower-lying coastal areas subject to flooding and erosion today and considering future sea level rise projections;
- Explicit standards for shoreline protection structures that clarify where and when they are allowed, permit term limits, and technical evaluations needed; and
- New standards for non-conforming uses and definitions for when a project is considered repair and maintenance, substantial redevelopment, and new development.

Identification of Additional Work Efforts Needed

During the preparation of the Preliminary Draft Coastal LUP, it became apparent that work efforts not scoped in the original CCC grant work program would be needed to complete the LCP Update.

The first such work effort is a public outreach program. Because the development of the Public Review Draft Coastal LUP did not include a visioning process or public outreach, and given the breadth, depth and amount of new policy direction, a public outreach program is needed to communicate clearly to the public how the policies were developed (i.e., CCA compliance, internal staff input, CCC negotiations, etc.), why the City needs to clarify and codify existing practices (even if controversial), the purpose of significant policy shifts from the existing LUP, and constraints on further edits to the Draft Coastal LUP given that the final product will not only require approval by City Council, but also the CCC who will rely on CCC staff's analysis of the document.

The second is a comprehensive Sea Level Rise (SLR) Adaptation Plan. The Preliminary Draft Coastal LUP includes interim coastal hazard policies that begin to address the anticipated effects of sea level rise. However, additional study and consultant expertise is needed to decipher the available and forthcoming sea level rise models and tailor the outputs to local conditions, determine the costs and benefits of adaptation options appropriate for the City, identify the timing and trigger points for any new development standards, and balance the needs of private property owners with the public's right to access

the coast, the protection of coastal resources, and safety. The policies or standards resulting from the SLR Adaptation Plan that City Council chooses to pursue would be processed as a separate LCP Amendment.

The third work effort is a Lower Coast Visitor Serving Accommodations (LCVSA) Study. The Preliminary Draft Coastal LUP visitor-serving policies are considered generally compliant with the CCA. However, CCC staff have suggestions for new LCP policies that include a series of very detailed policies with definitions, calculations, fees and other requirements addressing the preservation of lower-cost visitor-serving accommodations that have not been reviewed by local community stakeholders or decision-makers. City and CCC staff have agreed upon interim visitor-serving policies to be included in the Draft Coastal LUP until a LCVSA Study including inventories, technical studies, alternatives analysis, and outreach on this issue is completed. The policies or standards resulting from the LCVSA Study that City Council chooses to pursue would be processed as a separate LCP Amendment.

ATTACHMENT 3 – SAMPLE CONTRACT

SAMPLE

SANTA BARBARA CITY AGREEMENT NO. _____

With

Name of Consultant/Firm for Project Name

This Contract is entered into on _____ by and between:

The City of Santa Barbara, a Municipal Corporation, referred to herein as the “City,”

and,

Name of Consultant/Firm, a California Corporation, referred to herein as the “Contractor,”

WITNESSETH:

WHEREAS, Contractor understands that the cost of services proposed under this contract, including extra services and reimbursable expenses as described below, cannot exceed \$35,000 without the express written consent of the Santa Barbara City Council;

WHEREAS, Contractor has the special background, training and experience required by City, and in consideration of the mutual covenants, conditions, promises and agreements, herein, the City and Contractor AGREE:

1. SCOPE OF CONTRACTOR SERVICES

a. Contractor agrees to [[[SAMPLE LANGUAGE provide construction management services to the City for the construction of a 574-space parking structure located in the City's Lot No. 6 Parking Lot]]] as described in more detail in the attached scope of services (Exhibit A) dated XXXXXXXXXXXXXXXX.

b. The City has been advised and enters into this Contract understanding that Name of Project Manager for Consultant has been designated the project manager for Project Name and that the Project Manager will have direct responsibility for interacting with City staff and delivering Contractor's services to the City under this Contract. Contractor shall not substitute nor otherwise allow any other person to serve in place of the Project Manager without the written consent of the Department Head, who shall have sole discretion as to whether the proposed substitution is acceptable. Should Contractor substitute or allow any unauthorized person to serve as project manager, Contractor shall have no right to any monies for services provided by that unauthorized person and City shall also have the right to immediately terminate this Contract.

2. COMPENSATION

a. The total compensation for all services provided pursuant to this Contract, including all extra services as defined in Section 3 hereof and reimbursable expenses, shall not exceed the sum of \$XXXXXXX without the express written approval of authorized representative of the City. The basic contract is for \$XXXXXXX and the total that may be claimed for Extra Services under Section 3 of this Contract shall not exceed \$XXXXXXX. This Contract provides the exclusive means of payment and reimbursement for costs to Contractor by the City.

b. Changes in personnel or in rates of compensation set forth in Exhibit A may be made only after written notice to and written approval by the Department Head, Name of Department Head, ("Department Head").

c. Where travel costs are included in Exhibit A, only the actual travel costs (at fare, rate per mile or lump sum approved), and/or actual expenses pursuant to the provisions of the Contract and within guidelines approved by the City Finance Director will be reimbursed.

d. Contractor may be reimbursed for such other necessary costs, including actual costs of copies, printing, postage, shipping and documents expense, and all costs of other materials, equipment, services and supplies, as approved and required to complete the work, according to the attached Exhibit A.

e. Compensation for Extra Services of Contractor authorized in accordance with Section 2 shall be paid to Contractor by City in accordance with the fee schedule set forth in Exhibit A. Contractor shall only be entitled to payment for Extra Services under this Contract if Contractor has obtained authorization required under Section 3 below.

f. Contractor shall submit itemized statements, which shall include a detailing of the number of hours spent on each task and copies of all subcontractors' invoices, to request payment in accordance with the standard billing format issued by the City Department. Contractor shall keep records concerning payment items on a generally recognized accounting basis and such records shall be maintained for a period of 3 years following the completion of the work assigned. Such records shall be made available for copying, inspection or audit by City employees or independent agents during reasonable business hours.

3. EXTRA SERVICES OF CONTRACTOR

Prior to performing any services other than those described in Exhibit A ("Extra Services"), Contractor shall submit a written request for Extra Services and obtain the written approval of the Department Head or his/her designee. The request for Extra Services shall at minimum include a description of the services to be performed, the reason why the Extra Services are needed or required, a schedule for completion of the proposed Extra Services, and a not-to-exceed amount for performance of the proposed Extra Services. Each approved Extra Services request shall be billed separately.

4. TIME OF BEGINNING AND COMPLETION

Services shall begin upon full execution of this Contract by the City, and delivery of a fully executed copy of the Contract to the Contractor. Contractor shall adhere to schedules and deadlines agreed to by City and Contractor shown in Exhibit A. Contractor's failure to complete the above services within the time specified, due to avoidable delays, may at the City's discretion be considered a material breach of this Contract. Contractor shall review the remaining work and schedule of performance at least monthly and shall confirm that completion may be expected within the schedule approved, or in the alternative, give immediate notice when it shall first appear that the approved schedule will not be sufficient, together with an explanation for any projected delays in the schedule. No extension of time to complete any portion of the services called for in the Contract shall be allowed except upon the express, written approval of the Department Head. Contractor shall request, in writing, a time extension for approval by City, promptly upon the occurrence of any action causing delay in Contractor's prosecution of the services. The nature of the delay, the corrective actions taken and the impacts on the project schedule shall be described in each request for a time extension.

5. OWNERSHIP OF DOCUMENTS

All documents, computer programs, plans, renderings, charts, designs, drafts, surveys and other intellectual property which is originally developed by Contractor pursuant to this Contract shall become the property of City upon full and complete compensation to Contractor for services performed herein. Contractor will take such steps as are necessary to perfect or to protect the ownership interest of the City in such property. Contractor may retain copies of said documents for Contractor's file.

6. ASSIGNMENT OF CONTRACT

Contractor shall not assign, sublet or transfer any right, privilege or interest in this Contract, or any part thereof, without prior written consent of City. Contractor shall not substitute personnel designated in the proposal of Contractor without the written consent of City.

7. OFFICIAL NOTICES

Notices to either party shall be provided by personal delivery or by depositing them in the United States mail, first class postage prepaid, and addressed as identified at the signature page of this Contract. A party may change mailing address for all purposes under this Contract, by written notice.

8. DEFENSE, INDEMNITY AND HOLD HARMLESS

a. Contractor shall, to the extent permitted by law, investigate, defend, indemnify and hold harmless the City, its officers, employees and agents from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges and expenses (including reasonable attorney fees) and causes of action of whatsoever character which the City may incur, sustain or be subjected to on account of loss or damage to property or loss of use thereof, or for bodily injury to or death of any persons (including but not limited to property, employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected with the work to be performed under this Agreement other than as such work relates to Professional Liability Insurance.

b. With respect to Professional Liability Insurance, Contractor shall investigate, defend, indemnify and hold harmless the City, its officers, agents and employees from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges and expenses (including reasonable attorney's fees) and causes of action of whatsoever character which City may incur, sustain or be subjected to on account of loss or damage to property or loss of use thereof, or for bodily injury to or death of any persons (including but not limited to property, employees, subcontractors, agents and invitees of each party hereto) arising out of or due to the acts, errors or omissions of Contractor.

9. INSURANCE REQUIREMENTS

As part of the consideration of this Agreement, Consultant agrees to purchase and maintain at its sole cost and expense during the life of this agreement insurance coverage against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- A. **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations with limits of no less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If a general aggregate limit applies, either the aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
- B. **Automobile Liability**: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and Code 9 (non-owned), with limits of no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
- C. **Workers' Compensation**: In accordance with the provisions of the California Labor Code, Consultant is required to be insured against liability for Workers' Compensation or to undertake self-insurance. Statutory Workers' Compensation and Employers' Liability of at least \$1,000,000 shall cover all Consultant's staff while performing any work incidental to the performance or this agreement.
- D. **Professional Liability**: Professional Liability (Errors and Omission) Insurance appropriate to the Consultant's profession, with limit no less than One Million Dollars (\$1,000,000) per occurrence or claim and Two Million Dollars (\$2,000,000) aggregate to cover all services rendered by the Consultant pursuant to this Agreement.

If the Consultant maintains higher coverage limits than the amounts shown above, then the City requires and shall be entitled to coverage for the higher coverage limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

OTHER INSURANCE PROVISIONS

Each insurance policy shall contain, or be endorsed to contain, the following five (5) provisions:

1) Additional Insured Status

The City of Santa Barbara, its officers, employees, and agents, shall be covered as additional insureds on the Commercial General Liability and the Automobile Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Consultant. Additional Insured coverage shall be provided in the form of an endorsement to the Consultant's insurance (at least as broad as Insurance Services Office Form CG 20 10 11 85). A copy of the endorsement evidencing that the City of Santa Barbara has been added as an additional insured on the policy, must be attached to the certificate of insurance.

2) Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that the City is an additional insured on insurance required from subcontractors. For Commercial General Liability coverage subcontractors shall provide coverage with a format at least as broad as Insurance Services Office form CG 20 38 04 13.

3) Notice of Cancellation

A provision that coverage will not be cancelled or subject to reduction without written notice given to the City Clerk, addressed to P.O. Box 1990, Santa Barbara, California 93102-1990.

4) *Primary Coverage*

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

5) *Waiver of Subrogation*

Consultant hereby agrees to waive rights of subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents and subcontractors.

ACCEPTABILITY OF INSURERS

All insurance coverage shall be placed with insurers that have a current rating from AM Best of no less than A: VII; and are admitted insurance companies in the State of California. All other insurers require prior approval of the City.

CLAIMS MADE POLICIES

If the required Professional Liability (Errors and Omissions) policy provides coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

COVERAGE LIMITS SPECIFICATIONS

Approval of the insurance by City or acceptance of the certificate of insurance by City shall not relieve or decrease the extent to which the Consultant may be held responsible for payment of damages resulting from Consultant's services or operation pursuant to this Agreement, nor shall it be deemed a waiver of City's rights to insurance coverage hereunder.

If, for any reason, Consultant fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this Agreement and obtain damages from the Consultant resulting from said breach. Alternately, City may purchase such required insurance coverage, and without further notice to Consultant, City may deduct from sums due to Consultant any premium costs advanced by City for such insurance.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the Consultant shall cause the insurer to reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

EVIDENCE OF COVERAGE

Consultant must provide evidence that it has secured the required insurance coverage before execution of this agreement. A Certificate of Insurance supplied by the City or the appropriate ACORD and Insurance Services Office forms evidencing the above shall be completed by Consultant's insurer or its agent and submitted to the City prior to execution of this Agreement by the City.

Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

10. TERMINATION

This Contract may be terminated with or without cause by either party at any time by giving the other no less than thirty (30) days notice in writing. In the event of such termination, Contractor shall deliver all programs, drawings, surveys, drafts, plans, work in progress and other documents related to the project to the City within five (5) days of the notice of termination. In the event of such termination, Contractor shall be compensated for such services as are performed and work product delivered to the City up to the point of termination.

11. RIGHT TO PERFORM SIMILAR SERVICES

Nothing in this Contract shall restrict the City from providing the same or similar services through City employees, other contractors, other resources, or by arrangements with other agencies. Contractor may engage in similar activities to the extent that such work does not conflict with the proper performance of services under this Contract.

12. CONFLICT OF INTERESTS

Contractor warrants by execution of this Contract that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for commission, percentage, brokerage or contingent fee, and that Contractor maintains no agreement, employment, or position which would be in conflict with the duties to be performed for City under this Contract. Contractor further agrees that during the term of this Contract, Contractor will not obtain, engage in, or undertake any interests, obligations or duty that would be in conflict with, or interfere with, the services or duties to be performed under the provisions of this Contract.

13. ADMINISTRATION OF EMPLOYMENT

Contractor shall obtain and administer the employment of personnel having the background, training, experience, licenses and registration necessary for the work assigned, including all coordination, the withholding of proper taxes and benefits, the payment of wages, employer's contributions for FICA, and Federal and State unemployment payments, and the review and maintenance of any necessary licenses, certificates, memberships and other qualifications necessary for the services to be provided. Contractor is

an independent contractor and shall not be considered an agent or employee of the City for any purpose. Contractor and its employees and agents are not entitled to any of the benefits or privileges that the City provides its employees.

14. BUSINESS TAX CERTIFICATE

Prior to the execution of the Contract, Contractor shall obtain a business tax certificate from the City at Contractor's expense. Contractor shall maintain a business tax certificate as required by the City Finance Director during the term of this Contract.

15. NO WAIVER OF PROVISIONS

No waiver of a breach of any provision of this Contract shall be construed to be a continuing waiver of that provision, nor a waiver of any breach of another provision of this Contract.

16. APPLICABLE LAWS, PARTIAL INVALIDITY

This Contract shall be subject to the Santa Barbara City Charter, and the laws, rules, regulations and ordinances in effect within the City of Santa Barbara, County of Santa Barbara, California, and any interpretation of the law that may be necessary shall be pursuant to the laws applicable within that jurisdiction. If any provision of this Contract is determined to be invalid, illegal or unenforceable for any reason, that provision shall be deleted from this Contract and such deletion shall in no way affect, impair, or invalidate any other provision of this Contract, unless it was material to the consideration for the performance required. If a provision is deleted which is not material to such consideration, the remaining provisions shall be given the force and effect originally intended.

17. NON-DISCRIMINATION ORDINANCE

Contractor shall perform all work pursuant to this Contract in compliance with Section 9.126.020 of the Santa Barbara Municipal Code (a copy of which is attached as Exhibit B), prohibiting unlawful discrimination in employment practices, and shall be bound by the terms of such ordinance.

18. CITY SERVICE CONTRACTOR MANDATORY MINIMUM WAGE

a. Chapter 9.128 of the Santa Barbara Municipal Code establishes a mandatory minimum wage for employees of contractors providing services to the City. In the performance of this Agreement, Contractor and any subcontractor, agent, or assignee of Contractor under this Agreement shall comply with the provisions of Chapter 9.128 of the Municipal Code as such Chapter existed upon the adoption of this Agreement or the last date this Agreement was amended.

b. Current Living Wage Certificates on forms supplied by the City shall be completed by Contractor, submitted to City prior to execution of this Contract by City, and attached as Exhibit C. Contractor shall require any and all subcontractors and all tiers of such subcontractors to provide Living Wage Certificates as required by Santa Barbara Municipal Code Chapter 9.128.

19. NONAPPROPRIATIONS OF FUNDS

Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by the City, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then City will notify Contractor of such occurrence and City may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, City shall have no obligation to make payments with regard to the remainder of the term.

20. COASTAL COMMISSION GRANT REQUIREMENTS

The Contractor shall include the California Coastal Commission (CCC) and State Coastal Conservancy (SCC) names and logos in a prominent location in all published materials and final reports submitted to the City. Less formal materials, such as stakeholder participation rosters and outreach agendas, do not need to include acknowledgement of CCC and SCC support. The Contractor shall state the CCC and

SCC's support in project-related press releases, contacts with the media, and social media postings, and on its website. The Commission shall have the right to republish any material generated as a result of this Agreement.

IN WITNESS WHEREOF, the parties have executed this contract as of the date and year first written above.

CITY OF SANTA BARBARA
A Municipal Corporation

Name of Consultant/Firm

William Hornung, C.P.M.
General Services Manager

Signature

Type or Print Name

Title

Address

City State Zip

Telephone Number

EXHIBIT A
Scope of Services

EXHIBIT B

Contractor's Nondiscriminatory Employment Certificate

CONTRACTOR'S NONDISCRIMINATORY EMPLOYMENT CERTIFICATE
Santa Barbara Municipal Code § 9.126.020

A. Certificate Generally

Consistent with a policy of nondiscrimination in employment on contracts of the City of Santa Barbara and in furtherance of the provisions of Section 1735 and 1777.6 of the California Labor Code a "contractor's obligation for nondiscriminatory employment certificate" as hereinafter set forth shall be attached and incorporated by reference as an indispensable and integral term of all bid specifications and contracts of the City for purchases, services, and the construction, repair, or improvement of public works.

B. Contents of Certificate

The Contractor's obligation for nondiscriminatory employment is as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act -- Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification. The Contractor will take positive action or ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act -- Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification. Such action shall include but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act -- Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification.
3. The Contractor will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the City advising the said labor union or workers' representative of the Contractor's commitments under this provision, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the City, the Fair Employment Practices Commission, or any other appropriate agency of the State designated by the City for the purposes of investigation to ascertain compliance with the Contractor's Obligation for Nondiscriminatory Employment provisions of this contract, or Fair Employment Practices statute.

5. A finding of willful violation of the nondiscriminatory employment practices article of this contract or of the Fair Employment Practices Act shall be regarded by the City as a basis for determining that as to future contracts for which the Contractor may submit bids, the Contractor is a "disqualified bidder" for being "nonresponsible".

The City shall deem a finding of willful violation of the Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426 or obtained an injunction under Labor Code Section 1429.

Upon receipt of any such written notice, the City shall notify the Contractor that unless he demonstrates to the satisfaction of the City within a stated period that the violation has been corrected, he shall be declared a "disqualified bidder" until such time as the Contractor can demonstrate that he has implemented remedial measures, satisfactory to the City, to eliminate the discriminatory employment practices which constituted the violation found by the Fair Employment Practices Commission.

6. Upon receipt from any person of a complaint of alleged discrimination under any City contract, the City Administrator shall ascertain whether probable cause for such complaint exists. If probable cause for the complaint is found, the City Administrator shall request the City Council to hold a public hearing to determine the existence of a discriminatory practice in violation of this contract.

In addition to any other remedy or action provided by law or the terms of this contract, the Contractor agrees that, should the City Council determine after a public hearing duly noticed to the Contractor that the Contractor has not complied with the nondiscriminatory employment practices provisions of this contract or has willfully violated such provisions, the City may, without liability of any kind, terminate, cancel, or suspend this contract, in whole or in part. In addition, upon such determination the Contractor shall, as a penalty to the City, forfeit a penalty of \$25.00 for each calendar day, or portion thereof, for each person who was denied employment as a result of such noncompliance. Such moneys shall be recovered from the Contractor. The City may deduct any such penalties from any moneys due the Contractor from the City.

7. The Contractor certifies to the City that he has met or will meet the following standards for positive compliance, which shall be evaluated in each case by the City:
 - a. The Contractor shall notify all supervisors, foremen and other personnel officers in writing of the content of the nondiscrimination provision and their responsibilities under it.
 - b. The Contractor shall notify all sources of employee referrals (including unions, employment agencies, advertisements, Department of Employment) of the content of the nondiscrimination provision.
 - c. The Contractor shall file a basic compliance report as required by the City. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also specify the sources of the work force and who has the responsibility for determining whom to hire, or whether or not to hire.
 - d. The Contractor shall notify the City of opposition to the nondiscrimination provision by individuals, firms or organizations during the period of this contract.

8. Nothing contained in this Contractor's Obligation for Nondiscriminatory Employment Certificate shall be construed in any manner to prevent the City from pursuing any other remedies that may be available at law.
9. The Contractor certifies to the City that he will comply with the following requirements with regard to all subcontractors and suppliers:
 - a. In the performance of the work under this contract, the Contractor will include the provisions of the foregoing paragraphs (1) through (8) in all subcontracts and in any supply contract to be performed within the State of California, so that such provisions will be equally binding upon each subcontractor and each supplier.
 - b. Contractor will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction by the City, the Contractor may request the City to enter into such litigation to protect the interests of the City.

EXHIBIT C

Contractor's Living Wage Certificate

CITY OF SANTA BARBARA
Living Wage Compliance Statement

July 1, 2017 through June 30, 2018

**TO BE COMPLETED BY ALL CONTRACTORS PROVIDING SERVICES TO THE CITY OF
SANTA BARBARA**

Official notification to: _____
Name of Company Contract No.

Mailing Address

City, State & Zip

The service contract that is pending between your company and the City of Santa Barbara is subject to the City of Santa Barbara Living Wage Ordinance, SBMC Chapter 9.128 (hereinafter referred to as “the Ordinance”). Fax the compliance statement to: the City of Santa Barbara Purchasing Division at (805) 897-1977.

Current living wage rates will apply to all subsequent contracts and contract renewals exercised during the remainder of the current fiscal year ending June 30, 2018

The Ordinance requires that employees working for your firm on this contract be notified that the City of Santa Barbara Living Wage Ordinance applies to them. As part of compliance for this contract, you are required to notify affected employees that:

Effective from July 1, 2017, through June 30, 2018, the current rate for minimum compensation to employees is:

1. **\$17.55 per hour if no qualifying benefits are provided.**
2. **\$15.04 per hour if Basic Medical Insurance is provided at no cost to the employee and Compensated Holidays.**
3. **\$13.79 per hour if in addition to the benefits in 2 above an approved Supplemental Employee Benefits as shown in Section 2.C below.**

(All capitalized terms used herein are used as defined in the Ordinance, SBMC Chapter 9.128)

Note: the City may request any or all payrolls records, time cards, and other associated documentation to demonstrate compliance. Any such request will be made to your firm in writing and the records must be provided within fourteen calendar days. The City may also conduct on-site audits to verify compliance. These audits may include, but are not limited to, employee interviews.

Direct questions regarding this Ordinance to General Services Manager, City of Santa Barbara Finance Department, P.O. Box 1990, Santa Barbara, CA 93102.

1. THIS CONTRACT IS NOT SUBJECT TO THE LIVING WAGE ORDINANCE:

- ☐ **Exemption for Handicapped Individuals and Apprentices.** For the purposes of this form, an employee shall not include a “handicapped employee” employed pursuant to a special license issued under Sections 1191 and 1191.5 of the state Labor Code or an “apprentice” or “learner” employed pursuant to a special license issued under Section 1192 of the state Labor Code.
- ☐ **Exemption for Student Interns.** For the purposes of this form, an employee shall also not include a student intern which shall be defined as a person receiving educational or school credit at a duly licensed and accredited school or educational institution as part of or in connection with his or her employment or service with the City Service Contractor.
- ☐ **Public Entity.**
- ☐ **Non-profit exemption.**
- ☐ **Workers are part of a bona fide collective bargaining agreement.**
- ☐ **Persons employed are defined as executive or professional as used in the federal Fair Labors Standards Act of 1938 (29 USC Section 201 et. seq.).**
- ☐ **Including this agreement, the amount awarded by the City to your firm through one or more agreements is less than eighteen thousand & four hundred & seventy-nine dollars (\$18,799) when calculated on a City fiscal year basis (July to June).**
- ☐ **Services are incidental. Explain:** _____

** Complete the certification portion.*

2. THIS CONTRACT IS SUBJECT TO THE LIVING WAGE ORDINANCE:

- A. ☐ Employees receive a pay rate that meets or exceeds the City of Santa Barbara Living Wage requirement of \$17.55 per hour without benefits.
 - * Complete items #3, #4, & #5 on page 3 and sign the certification portion on next page.*
- B. ☐ Employees receive a pay rate that meets or exceeds the City of Santa Barbara Living Wage requirement of \$15.04 per hour with benefits the below benefits.
 - i. A combined twelve days compensated leave time annually for full-time employees, and prorated leave for employees working less than full time
 - ii. Basic Medical Insurance Coverage for the Employee at no cost.

** Complete items #3, #4, & #5 below and sign the certification portion on next page.*

- C. ☐ Employees receive a pay rate that meets or exceeds the City of Santa Barbara Living Wage City of Santa Barbara Living Wage requirement of \$13.79 per hour with all of the following benefits:
- i. A combined twelve days compensated leave time annually for full-time employees, and prorated leave for employees working less than full time
 - ii. Basic Medical Insurance Coverage for the Employee at no cost.
 - iii. Basic Medical Insurance Coverage for the Employee's spouse, domestic partner or family.
 - iv. One additional Supplemental Benefit as defined in the Ordinance.
 - ☐ Pension or deferred compensation retirement plan.
 - ☐ Childcare or dependent care.
 - ☐ Equivalent of ten (10) eight hour days of compensated leave over and above the compensated leave in item 1.
 - ☐ Other: _____

** Complete items #3, #4, & #5 below and sign the certification portion on next page.*

3. Will any subcontractors perform work on this contract? ☐ **Yes** ☐ **No**
If yes, please indicate company(s) on an additional page.
4. Will you post employee notification form in an area accessible to employees working on City of Santa Barbara contracts? ☐ **Yes** ☐ **No**
5. You may be required to provide certified payroll records, time cards, and other records any time during the contract period to demonstrate compliance. These payroll records must include the following information for each employee working on this contract: employee name, job classification, employer benefit contribution, and hourly pay under this contract.

Do you agree to provide this information within 14 calendar days when requested? ☐ **Yes** ☐ **No**

The City may also perform on site payroll audits that may include, but are not limited to, employee interviews.

6. To qualify for a lower wage tier, you must offer insurance at no cost to your employees and match one of the following plans in terms of co-pays/out-of-pocket expenses.

- ☐ **Blue Shield HMO:** No deductible, \$150 co-pay for emergency room visits, no charge for preventative care, \$25 co-pay for office visits to Primary Care Physicians/\$35 co-pay to Specialists; Prescriptions: \$20 co-pay for generics; \$30 co-pay for brand, & \$45 co-pay for non-formulary
- ☐ **Kaiser HMO:** No deductible, \$50 co-pay for emergency room visits, no charge for preventative care, \$15 co-pay for office visits; Prescriptions: \$10 co-pay for generics; \$20 co-pay for brand, & non-formulary is not covered
- ☐ **Blue Shield PPO:** Deductibles: \$500/individual \$1,000/family, \$100 co-pay + 20% coinsurance for emergency room visits, no charge for preventative care, \$25 co-pay for office visits; Prescriptions: \$20 co-pay for generics; \$30 co-pay for brand, & \$45 for non-formulary
- ☐ **Blue Shield Health Reimbursement PPO:** Deductibles: \$2,000/individual \$4,000/family, 20% coinsurance for emergency room visits, no charge for preventative care, 20% coinsurance for office visits; Prescriptions: \$10 co-pay for generics; \$20 co-pay for brand, & \$35 for non-formulary
- ☐ **Blue Shield Health Savings Account PPO:** Deductibles: \$2,500/employee only coverage, \$5,000/family, 20% coinsurance for emergency room visits, no charge for preventative care, 20% coinsurance for office visits; Prescriptions: \$15 co-pay for generics; \$25 co-pay for brand, & \$40 for non-formulary after combined medical/RX plan deductible

The signatory below hereby certifies, under penalty of perjury, that the forgoing information is correct:

Contact Name	Phone number	Fax number
Email Address		
Name and Title (Please print)	Signature	
Date		

**CITY OF SANTA BARBARA
Living Wage Benefits Statement**

July 1, 2017 through June 30, 2018

TO BE COMPLETED **WITHIN 45-DAYS** AFTER COMPLETING SERVICES TO THE CITY OF
SANTA BARBARA UNDER A PURCHASE ORDER OR CONTRACT

Official notification to: _____
Name of Company

Mailing Address

City, State & Zip

Contract Number: _____

RATE PAID:

- ☐ \$17.55 per hour if no qualifying benefits are provided.
- ☐ \$15.04 per hour if Basic Medical Insurance is provided at no cost to the employee and Compensated Holidays.
- ☐ \$13.79 per hour if in addition to the benefits in 2 above an approved Supplemental Employee Benefits are provided such as family medical care, dental, etc.
- ☐ Exempt

1. Did the Living Wage requirements cause you to bid higher prices? ☐ Yes ☐ No

2. If yes, how much? \$ _____

3. How many employees worked under this PO? _____

4. How many were Full Time: _____ Part Time: _____

5. How many employees benefited from the Living Wage requirements: _____

6. What was the aggregate (total) amount the employees benefited: \$ _____

7. Comments:

LIVING WAGE NOTICE

You are responsible for notifying your employees through distributing this notice to your employees assigned to the City of Santa Barbara's accounts and/or posting this notice in common area(s) such as break rooms. The company you are working for has a contract (or contracts) with the City of Santa Barbara that is subject to the Living Wage requirements.

Effective from July 1, 2017, through June 30, 2018, the current rate for minimum compensation to employees is:

- 1. \$17.55 per hour if no qualifying benefits are provided.**
- 2. \$15.04 per hour if Basic Medical Insurance is provided at no cost to the employee and Compensated Holidays.**
- 3. \$13.79 per hour if in addition to the benefits in 2 above an approved Supplemental Employee Benefits as shown in Section 2.C below.**

If you believe that there has been a violation of any provision of these regulations or the City's Living Wage Ordinance, please report such acts to the City along with any pertinent records that will assist the City in its investigation. The City will investigate the claim of violation and determine whether a violation of the Living Wage Ordinance is apparent or not. Employee Grievance Forms for reporting perceived violations are available from the Purchasing Department, at 310 E. Ortega St. or call 805-564-5349 to request a form.

Upon receipt of notice of a possible violation, the City shall notify the Service Contractor of the complaint and shall seek a mutually acceptable resolution within twenty (20) days from receipt of the complaint form. If resolution is not accomplished, the City shall make a determination regarding the alleged violation and advise the Employee of how he or she may pursue their right to a legal action to determine whether a violation has occurred or not.

If the City determines that there has been no violation of the City's Living Wage Ordinance, the City Finance Director shall issue a written notice of its determination to both you and the Service Contractor. However, the making of such a determination shall not preclude you from initiating legal action seeking a legal determination that a violation of SBMC Chapter 9.128 has occurred.

Service Contractors shall not discharge, reduce the compensation of, or otherwise discriminate against or retaliate against, you for making a complaint to the City, participating in any of its proceedings, using any civil remedy to enforce your rights, or otherwise asserting your rights under these regulations or SBMC Chapter 9.128.

If you feel that you are being retaliated against (such as termination, reduction in wages or benefits or adverse changes in working conditions) for alleging contractor non-compliance with these regulations, you may report the alleged retaliation in the same manner as the initial complaint

CERTIFICATE OF INSURANCE

Certificate of Insurance

This certifies to City of Santa Barbara, P.O. Box 1990, Santa Barbara, California, 93102-1990 that the following described policies have been issued to:

Insured: _____
 Address: _____
 Location of operations insured: _____
 Description of work (show project name and/or contract number, if any): _____

Policies & Insurers	Limits		Policy Number	Expiration Date
	Bodily Injury	Property Damage		
General Liability <input type="checkbox"/> Comprehensive <input type="checkbox"/> Commercial (Insurer) _____	Each Person Each Occurrence	Each Occurrence Aggregate Combined Single Limit		
Automobile Liability <input type="checkbox"/> Owned <input type="checkbox"/> Hired <input type="checkbox"/> Non Owned (Insurer) _____	Each Person Each Occurrence	Each Accident Aggregate Combined Single Limit		
Professional Liability • Errors & Omissions • Malpractice (if applicable) • Negligent Performance (Insurer) _____	Each Person Each Occurrence	Each Accident Aggregate Combined Single Limit		
Workers' Compensation (Insurer) _____				

The following coverage or conditions are in effect:

General Liability ☒ Automobile Liability ☐ Professional Liability ☐

	Yes	No
1. City of Santa Barbara, its Officers, Employees, and Agents Named as Additional Insured, must attach a copy of the endorsement.		
2. Policies will not be Canceled, Limited, or Allowed to Expire without 30 Days Written Notice to the City Clerk at P.O. Box 1990, Santa Barbara, CA 93102-1990, or 10 days notice for non payment of premium.		
3. Coverage Afforded the City shall Apply as Primary and Not Excess to Any Insurance Issued in the Name of the City.		
4. Blanket or Scheduled Contractual Liability Sufficiently Broad to Cover Liability Assumed in Contract.		
5. Policy includes a Severability of Interest provision.		
6. Broad Form Property Damage Endorsement		
7. Products and Completed Operations		
8. X, C, U Hazards Included		
9. Longshoremen's and Harbor Worker's Act		
10. Liquor Liability		
11. Fire Legal Liability		
12. Other (Specify)		

Date: _____ (Authorized Signature)
 _____ (Date)
 At: _____ (Company and Address)

NOTE: Authorized signature may be the agent if agent has placed insurance through an agency agreement with the insurer. If insurance is brokered, authorized signature must be that of official of insurer.

Revised July 2010

ATTACHMENT 4 - NON-COLLUSION DECLARATION

This declaration is submitted with a proposal (**City RFP No. 3896**) to the City of Santa Barbara. I declare under penalty of perjury, as follows:

That any statement of fact in such proposal is true, without reservation;

That such proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company association or corporation;

That such proposal is genuine and not collusion or sham;

That I have not, directly or indirectly, by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the City of Santa Barbara, or any other bidder or proposer or anyone else interested in the proposed contract; and further,

That prior to the public opening and reading of this proposal,

- a. I did not, directly or indirectly, induce or solicit anyone else to submit a false or sham proposal;
- b. I did not, directly or indirectly, collude, conspire, connive or agree with anyone else that I or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding or withdraw this proposal;
- c. I did not, in any manner, directly or indirectly, seek by agreements, communications, or conference with anyone to raise or fix any overhead, profit, or cost element of this proposal price, or that of anyone else; and
- d. I did not, directly or indirectly, submit the proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any other corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except to the City of Santa Barbara (and to persons who are not bidders separately and who have a partnership or other financial interest with me in my business).

I declare under penalty of perjury that the foregoing is true and correct.

(Date and Place)

Signature

Name of Proposer